

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF OKLAHOMA**

KEITH FUQUA, an individual;  
STACY FUQUA, an individual,  
on behalf of themselves and all others  
similarly situated,

Plaintiffs,

**VS.**

LINDSEY MANAGEMENT CO., INC.,  
and DOES 1 through 10, inclusive,

**Defendants.**

Case No. 5:07-CV-00827-HE

## CLASS ACTION

Case assigned to the Honorable Joe Heaton

Action Filed on June 29, 2007

Action Removed on July 25, 2007

**AFFIDAVIT OF KEITH AND STACY FUQUA**

We, Keith and Stacy Fuqua, of lawful age, being first duly sworn, do depose and state as follows:

1. We entered into an Apartment Lease Contract ("the Lease") with The Greens at Moore, an entity which we believe is owned and/or operated by Lindsey Management Company, on or about November 4, 2005.

2. The Lease was for the rental unit located at 2116 South Santa Fe, Apartment 204, in Moore, Oklahoma.

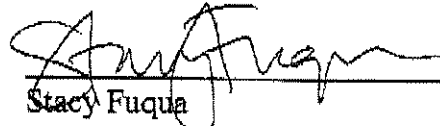
3. After living in Apartment 204 for several months, we chose to vacate Apartment 204 prior to the termination of the Lease, and provided Lindsey Management Company with a 30-day written notice of our intent to vacate the premises.

4. After vacating the premises, we were subsequently charged a fee by Lindsey Management Company totaling one-half of the rent we would have owed for the remaining term of the Lease, or \$1,140.00.

We declare under penalty of perjury that the foregoing is true and correct.  
Executed this 22<sup>nd</sup> day of March, 2008, in Orem, ~~Oklahoma~~ Utah.

**Further affiant sayeth not.**

  
\_\_\_\_\_  
Keith Fuqua

  
\_\_\_\_\_  
Stacy Fuqua